

S/N 10/049,452

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	HEI ET AL.	Examiner:	E. MCAVOY
Serial No.:	10/049,452	Group Art Unit:	1764
Filed:	JUNE 14, 2002	Docket No.:	163.1404USWO
Confirmation No:	3886	Customer No.:	23552
Title:	CONVEYOR LUBRICANT, PASSIVATION OF A THERMOPLASTIC CONTAINER TO STRESS CRACKING, AND THERMOPLASTIC STRESS CRACK INHIBITOR		

CERTIFICATE UNDER 37 CFR 1.6(d)

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on February 5, 2004.

By:

Name: Sheryl A. Bollboom

TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, Ecolab Inc., a corporation organized and existing under the laws of the State of Delaware and having its primary place of business at Ecolab Center, St. Paul, Minnesota 55102, in the county of Ramsey, and the state of Minnesota represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/049,452, filed on June 14, 2002 and entitled CONVEYOR LUBRICANT, PASSIVATION OF A THERMOPLASTIC CONTAINER TO STRESS CRACKING, AND THERMOPLASTIC STRESS CRACK INHIBITOR, by virtue of our assignment recorded at Reel 013014, Frame(s) 0944. Attached herewith is a Certificate under 37 C.F.R. § 3.73(b) establishing Ecolab Inc.'s right as assignee to take action.

Petitioner, Ecolab Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent Nos. 6,576,298 B2 and 6,427,826 B1 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 6,576,298 B2 and 6,427,826 B1, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent Nos. 6,576,298 B2 and 6,427,826 B1, in the event that United States Patent Nos. 6,576,298 B2 or 6,427,826 B1 expire for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are

punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.
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Date: Feb 5, 2004

Mark T. Skoog
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THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, _____
this terminal disclaimer is accepted. The period of patent lapse specified above has been
accepted as equivalent to _____ months.

Petitions Examiner